

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-4075-0061		PAGE 1 OF 45	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-04-T-0063	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CAROL PEARSON				b. TELEPHONE NUMBER (No Collect Calls) 417-745-6411	
9. ISSUED BY USACE, KANSAS CITY POMME DE TERRE LAKE PROJECT OFFICE RT 2 B HERMITAGE MO 65668-9509 TEL: 417-745-6411/6412 FAX: 417-745-2101		CODE W912DQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input checked="" type="checkbox"/> 8(A) SIC: 0782 SIZE STANDARD: 5.0MIL		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY 2004 Basic Contract - Dam Area FFP Vegetation eradication at Pomme de Terre Dam, near Hermitage, Missouri. Spot treatment of targeted vegetation as specified in the attached Performance Work Statement and elsewhere in the contract. PURCHASE REQUEST NUMBER: W58XUW-4075-0061	1	Lump Sum		

 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FY 2004 Basic Contract - Park Areas FFP Vegetation eradication at Pomme de Terre Lake park areas, near Hermitage, Missouri. Spot treatment of targeted vegetation as specified in the attached performance work statement and elsewhere in this contract. PURCHASE REQUEST NUMBER: W58XUW-4075-0061				

 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	First Application - Park Areas FFP PURCHASE REQUEST NUMBER: W58XUW-4075-0061	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Second Application - Park Areas FFP PURCHASE REQUEST NUMBER: W58XUW-4075-0061	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FY 2005 Renewal Option - Dam Area FFP (If exercised) Vegetation eradication at Pomme de Terre Dam, near Hermitage, Missouri. Spot treatment of targeted vegetation as specified in the attached Performance Work Statement and elsewhere in the contract. PURCHASE REQUEST NUMBER: W58XUW-4075-0061	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FY 2005 Renewal Option - Park Areas FFP (If exercised) Vegetation eradication at Pomme de Terre Lake park areas, near Hermitage, Missouri. Spot treatment of targeted vegetation as specified in the attached performance work statement and elsewhere in this contract. PURCHASE REQUEST NUMBER: W58XUW-4075-0061				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	First Application - Park Areas FFP PURCHASE REQUEST NUMBER: W58XUW-4075-0061	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Second Application - Park Areas FFP PURCHASE REQUEST NUMBER: W58XUW-4075-0061	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FY 2006 Renewal Option - Dam Area FFP (If exercised) Vegetation eradication at Pomme de Terre Dam, near Hermitage, Missouri. Spot treatment of targeted vegetation as specified in the attached Performance Work Statement and elsewhere in the contract. PURCHASE REQUEST NUMBER: W58XUW-4075-0061	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	FY 2006 Renewal Option - Park Areas FFP (If exercised) Vegetation eradication at Pomme de Terre Lake park areas, near Hermitage, Missouri. Spot treatment of targeted vegetation as specified in the attached performance work statement and elsewhere in this contract. PURCHASE REQUEST NUMBER: W58XUW-4075-0061				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	First Application - Park Areas FFP PURCHASE REQUEST NUMBER: W58XUW-4075-0061	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	Second Application - Park Areas FFP PURCHASE REQUEST NUMBER: W58XUW-4075-0061	1	Lump Sum		

NET AMT

FOB: Destination

PERFORMANCE WORK STATEMENT

NOTICE TO VENDORS
VEGETATIVE MANAGEMENT – POMME DE TERRE LAKE

1. Vendors must quote on all items and entire quantities contained in the basic contract period and all renewal options to be considered. Quotes received not complying with this requirement will be considered non-responsive and will be rejected. All vendors must be registered through the Central Contractor Registration System (CCR) prior to contract award and during performance.
2. Vendors attention is directed to EFAR 52.214-5000, wherein are procedures for correction of Apparent Clerical Mistakes. The Government will proceed on the assumption that the quoter intends his quote to be evaluated on the basis of the unit prices.
3. This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto, being serviced by this contract/purchase order. In the event that inundation materially affects the scope of work, the Contractor will be requested to submit a pricing proposal covering the unserviceable or affected portion of his work in order that an equitable adjustment to contract/purchase order price can be negotiated and an adjustment made in accordance with the appropriate contract clause entitled "Changes." Payment for services not performed as a result of conditions stated above will be initially withheld until execution of an equitable adjustment can be made by contract modification.
4. The Government will award a contract resulting from this solicitation to the responsible quoter whose quote, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: (1) Past Performance/Experience; (2) Price; (3) Equipment; (4) Employees Available to Perform Services.
5. For the purpose of pre-award evaluation, persons submitting quotes must provide a telephone number at which they can be contacted for a period of not less than one (1) week following the closing date of this solicitation. It shall be the responsibility of the quoter to notify the project office of any changes. Quotes from persons who cannot be contacted by telephone over a two-day period during normal office hours (8 a.m. thru 4 p.m., C.S.T.) within the one week period following quote closing will be considered non-responsive and removed from further consideration, and the next quote will be considered.
6. Quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

7. VISA IMPAC cards can be used to pay individual invoices and is the preferred method of payment.

Performance Work Statement

1 GENERAL INFORMATION

1.1 Background: Vegetative management procurement utilized by the Pomme de Terre Lake Project, Kansas City District, Corps of Engineers, encompasses vegetation control of the dam and park areas at various locations

1.2 Scope of Work: The Contractor shall furnish all manpower, chemicals, equipment, fuel, tools, supervision and other items and services necessary to provide vegetative management services for the Pomme de Terre Project. Furnish labels and Material Safety Data Sheets for products used, and complete government herbicide usage report forms indicating amount and type of work accomplished, chemicals used, and other pertinent information.

a. Areas to be serviced include:

(1) Dam Area: "Spot treatment" shall receive chemical of targeted vegetation only. Upstream rip rap portion of the Pomme de Terre dam and dike section (including guard rail), a three foot band at the contact to natural ground on the upstream rip rap portions, the downstream random rock fill slope of the dam (including guardrail), a three foot band at the contact to natural ground on the downstream random rock fill; and a two foot band centered on all guardrails of the dam and dike; rock stock piles located below the dam and next to the maintenance building, a three foot band at the contact to natural ground and spot treat stockpiles; and a rock bluff area near the project office. A sketch for the areas of service is attached.

(2) Park Areas: "Spot treatment" shall receive chemical of targeted vegetation only. Camp pads, water hydrant enclosures, playground enclosures, structure enclosures, parking area perimeters (and inside parking areas as needed), dumpster enclosures (inside fence and perimeter outside fence); two sewage treatment plants (inside fence and perimeter outside fence); lagoons (bank to water) and lagoon fences; two propane tank enclosures (inside fence and perimeter outside fence); and two amphitheater areas. The serviced areas will present a neat, even kill of all target species. Spray patterns shall provide an even border between treated and untreated areas. A minimum of six inches and a maximum of one foot vegetation free boarder will be left around all hard-surfaced or rocked facilities. First treatment shall be applied approximately mid-May. Second application shall be for new growth that may occur after completion of the initial kill and shall be applied approximately end of June. The second application shall be on an as needed basis. Quantities requiring services should be less and services areas should be less dense.

b. Herbicides to be applied: The Contractor shall be responsible for selecting the appropriate chemical to be used based on site location, proximity to the public, environmental concerns, target species and best commercial practices. The chemicals to be used will be discussed with and approved by the Contracting Officer prior to application. Information in the form of labels and brochures will be provided to the government regarding the chemical(s) to be used prior to application. Biodegradable dye will be used as a marker.

1.3 Post-award Conference: After award, but prior to commencement of work, the Contractor shall contact the Contracting Officer's Representative, to arrange a mutually agreeable time to meet at the Pomme de Terre Project Office to review the contract requirements and details of the work.

1.4 Required Insurance: The Contractor shall provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required below. The Contractor shall furnish proof of required insurance in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance shall be delivered to the Contracting Officer's Representative either at the post-award conference, or prior to starting work on the first day of the service period. Information regarding State requirements may be obtained by contacting Division of Insurance, 573-751-4126, Toll Free 1-800-726-7390, www.insurance.state.mo.us

Type	Amount
Worker's Compensation	In accordance with applicable State Statute
Employer's Liability	In accordance with applicable State Statute
Commercial General Liability	In accordance with applicable State Statute
Commercial Automobile Liability	In accordance with applicable State Statute

1.5 Quality Control:

1.5.1 The Contractor shall develop a Quality Control Plan designed to demonstrate how the Contractor shall meet the needs of the project. The Quality Control Plan will document how well the Contractor is meeting these needs and will be submitted for approval prior to work on this contract.

1.5.2 The Contractor shall provide and maintain an inspection system acceptable to the government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the government during the contract.

1.5.3 The Contractor shall furnish to the Contracting Officer, a telephone number attended during normal business hours (8:00 a.m. - 4:00 p.m. c.s.t.) to which calls concerning the ordering of services, performance, or other contractual matters can be placed. For the purpose of time and date, a message will be deemed delivered to the Contractor, at such time as it is delivered to the number provided by the Contractor.

1.6 Quality Assurance:

1.6.1 A Quality Assurance Surveillance Plan (QASP) will be used during the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government develops the QASP and the Project Office administers the Plan through Quality Assurance Evaluators (QAE)s.

1.6.2 The government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The government shall perform inspections and tests in a manner that shall not unduly delay the work.

1.6.3 Prior to beginning each item involving chemical application, the Contractor (or his authorized representative) shall notify the Contracting Officer's Representative of the times he will begin mixing and applying chemicals (in order to permit inspection by Government personnel of the mixing and application methods).

1.6.4 The Contractor shall, upon request by a Government representative, provide a one-pint sample of the chemical being applied, for testing of concentration and chemical analysis. Samples shall be obtained onsite, from the Contractor's sprayer tank or spray nozzle (liquid applications), or spreader box (for dry applications).

1.6.5 In the event of unsatisfactory performance of specified work, the Contractor may be requested to re-perform the unsatisfactory services at no additional cost to the Government. Failure or inability of the Contractor to perform the work as specified in this Performance Work Statement, or to re-perform work as requested, may result in withholding of payment for the portion(s) of the work not accomplished. When the defects in services cannot be corrected by re-performance, the government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the value of the services performed. Payment will not be made for work not performed or not performed to standard.

1.6.6 If the Contractor is unable to perform to the standard, the Government reserves the right to cause the specified work to be performed by a third party or Government personnel and the cost incurred thereby will be levied against the Contractor. Any time Government personnel are used because of Contractor's nonperformance, the cost levied against the Contractor will include all direct costs associated with the performance of the specified work. The direct cost to the Government for substitution of the Government personnel is computed on an hourly basis at the applicable wage rate. Government personnel will be used only when time is of the essence and the interests of the Government would not be served by securing a third party to perform the specified work.

1.7 Required Submissions: The Contractor shall submit the following documents to the Contracting Officer's Representative at the Project Office. The Contractor will NOT be allowed to proceed on this contract until all the above-required submissions have been furnished.

- a. Licensing: Proof of proper licensing, to be delivered no later than the start of the contract period.
- b. Chemical List and Labels: A complete list of chemicals and a label for each chemical being utilized under this contract, to be delivered not later than the post-award conference. The chemical list must be approved prior to start of work.
- c. Certificate of Insurance: Proof of insurance as required in paragraph 1.4 to be delivered no later than the start of the contract period.

1.8 Ordering of Services:

1.8.1 Individual orders for required services will be issued by telephone to the Contractor or his responsible individual, and followed by confirmation in writing from the Contracting Officer. Telephone orders will be considered issued at such time as it is delivered to the telephone number provided by the Contractor. The Contractor shall commence the ordered service(s) on date specified in the order, and complete the work in the time specified. Once begun, work shall be accomplished in a continuous operation (day-to-day, except weekends and holidays) weather permitting.

1.8.2 The Government may order the dam area services individually, or in combination with park area services. Dam areas services shall not exceed one service. Park area services shall not exceed two services.

1.8.3 The Government reserves the right to designate the starting point (area or items to be serviced first) when ordering services under this contract.

1.9 Safety Requirements:

1.9.1 The Contractor will be expected to take a vital interest in safety, hazard, and educate their employees to work and plan their work safely. Proper driving techniques and defensive driving will be practiced to prevent vehicle accidents and property damage. The Contractor shall comply with all Federal, state, and local laws governing health, training, operational, and licensing requirements as may be applicable and required for application of commercial pesticide (including OSHA Hazard Communication Standard 29 CFR 1910.1200). On-line version of Engineer Safety Manual (EM) 385-1-1 may be found at <http://www.usace.army.mil>

1.9.2 In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of the Federal, State, and local regulations and shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonable and necessary for the purpose.

1.9.3 Contractor vehicles shall be equipped with 4-way flashers and turn signals in operating condition. Flashers shall be activated when vehicles are parked on, or traveling slowly along roadways.

1.9.4 Any injury, property damage equipment, malfunction or safety hazard observed by the Contractor shall be immediately reported to the Project personnel.

1.9.5 Appropriate measures shall be taken to exclude the general public from areas actively being treated to prevent accidental exposure to chemicals being applied.

1.10 Period of Performance:

1.10.1 This Contract shall be effective on 1 April (or date of award, if later) and shall remain in full force and effect through 30 September.

1.10.2 Effective dates of full-year renewal options (if included and exercised) shall be from 1 April through 30 September of the following year.

1.11 Time of Performance:

1.11.1 Services shall be as ordered for the service period 1 April through 30 September. Work shall be performed on Monday through Friday, between the hours of 6:30 a.m. and 6:00 p.m. Work will not be permitted on Saturdays, Sundays or holidays unless written authorization is furnished by the Contracting Officer. Service in park areas should be scheduled on Tuesday through Thursday as this will allow the most access to public use areas with the less public exposure.

1.11.2 All work shall be accomplished within the time frames specified above. Services rendered outside the time periods specified, shall not be compensated unless specifically approved in writing by the Contracting Officer or his authorized representative

1.12 Contractor Personnel

1.12.1 The Contractor shall designate, in writing, a responsible on-site representative of each work crew who shall serve as a contact for matters involving quality, performance or nonperformance of the required work assigned to that crew. In the absence of a designated on-site representative, or if the designated on-site representative is not present, the Contractor warrants that any and all members of each work crew are qualified and fully competent to insure that the required work is performed in accordance with the Performance Work Statement.

1.12.2 The Contractor's employee applying chemicals under this contract shall possess a COMMERCIAL APPLICATOR'S LICENSE acceptable to the state of Missouri; or in lieu thereof applicator may be unlicensed, if he is closely supervised by an immediate, on-site supervisor, licensed in accordance with the above requirement.

1.12.3 The Contractor shall exercise tact, diplomacy, and courtesy at all times during contact with the public.

1.12.4 All Contractor personnel shall be fully clothed at all times while performing these services. Clothing shall be clean and neat in appearance.

1.13 SECURITY:

1.13.1 The Contractor shall take reasonable measures to safeguard keys issued to them to perform the services required by this contract. All keys shall be returned to the government upon request and/or completion of the contract. Failure to return keys can result in withholding of payment.

1.13.2 The Contractor shall be responsible for opening and closing gates within the contract boundary areas. The Contractor shall securely lock any gate that is opened by him/her, upon completion of the required work, or upon completion of the workday.

1.14 Weather Conditions:

1.14.1 Label directions and/or warnings relative to temperature or other weather conditions shall be closely adhered to. In addition, spraying applications shall not be performed in public use areas, or other inhabited areas when wind speed is above five (5) miles per hour. Spraying applications shall not be performed in uninhabited areas when wind speed is above ten (10) miles per hour. Care shall be exercised at all times by the Contractor to protect desirable (non-targeted) species from coverage by the required chemical application.

1.14.2 In the event weather conditions interrupt performance of services as specified, services shall be resumed as soon as conditions permit, and work completed within the allotted timeframe(s) (as adjusted for weather delay).

2 DEFINITIONS AND ACRONYMS: The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this performance work statement.

Full Coverage means chemical treatment of the entire area.

Fully-Clothed: Deemed to mean that a sleeved shirt (or T-shirt), trousers, and shoes shall be worn at all times: except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the application of various chemicals.

Performance-Based Contract: (FAR 2.101) Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise.

Quality Control (QC): A method used by the Contractor to control the quality of goods and services provided.

Quality Assurance (QA): A method used by the Government to provide some measure of control over the quality of purchased goods and services received.

Spot Treatment means chemical treatment of targeted vegetation only.

3 GOVERNMENT-FURNISHED MATERIALS AND SUPPLIES: The Government will furnish the following items to the Contractor. The Government will retain control of expendables, to be dispensed on an as-needed basis for use in performance of the contract.

- (1) Pesticide Application Worksheets
- (2) Keys
- (3) Water at specified locations for tank filling

4 CONTRACTOR-FURNISHED EQUIPMENT AND SUPPLIES: The Contractor shall furnish all equipment and supplies not identified in section 3 of this PWS as Government-Furnished supplies and equipment and as specifically identified in this section. All contractor-furnished equipment and supplies must be approved by the Contracting Officer prior to initial use. Equipment breakdown shall not relieve the contractor of the responsibility of performing the work as specified. It shall be the responsibility of the Contractor that he has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his primary equipment.

5 PERFORMANCE REQUIREMENTS

5.1 The Contractor shall provide a 100 percent weed-free environment on treated areas. Any re-treatment requested by the Contracting Officer or his representative on specified areas of undersirable vegetation that is still growing shall be at the Contractor's expense. The Contractor shall contact the Contracting Officer or his representative fifteen days after herbicide application to arrange a joint inspection of treated areas. If a 100 percent kill has been obtained (as determined by the inspection), the Contractor may submit his invoice for payment at that time. If a 100 percent kill has not been obtained, the Contractor shall return within five days, weather permitting, and re-treat unaffected vegetation prior to submitting invoice for original application. The Contractor shall determine the chemicals used and appropriate application. The Contractor shall strictly follow label directions and/or warnings relative to temperature or other weather conditions. Care shall be exercised at all times by the Contractor to protect desirable (non-targeted) species from damage by the required chemical application. Chemicals shall not be applied in excess of the maximum rate shown on the manufacturer's label.

5.2 The Contractor (or his authorized representative) shall complete Government-furnished pesticide application worksheets indicating amount and type of work accomplished, chemicals used, and other pertinent information. Completed and signed worksheets shall be delivered as directed by the Contracting Officer's Representative.

5.3 All quantities are approximate. It shall be the responsibility of the Contractor to determine exact quantities and conditions affecting performance of this work.

5.4 Access to some camp pads may be restricted due to being occupied at time of application. A minimum of 70% of the camp pads must be serviced. Contractor shall make every effort to service the maximum number of campsites.

5.5 The government will provide water, at specified locations, for tank filling. The Contractor will provide hoses and backflow-preventers. Clean out of chemical tanks and disposal of chemical containers will not be done on government property. The Contractor shall have spill kits available on all vehicles, used on government property, adequate to the type and quantity of chemical on the vehicle. Contractor employees will be trained in the use of these kits and are expected to aggressively implement their use in the event of a spill.

5.6 When other than anticipated pests or disease is encountered, or when it is the professional opinion of the Contractor that the use of different mix ratios, rates of application, or chemicals will produce better results, the Contractor may request permission for their use. Any such request shall be in writing and shall specify the chemical, its uses, rates of application and cost. A label for the requested chemical shall be furnished with the Contractor's request. Requests shall be submitted to the Contracting Officer's Representative at least 15 days prior to intended use. If granted, permission for the use of an alternate mix ratio, rate of application, or chemical will be in writing from the Contracting Officer. When the use of approved alternate rate, mixes, or chemicals requested by the Contractor result in an increase or decrease in Contractor cost or time, an equitable adjustment will be made to the contract price, through the issuance of a contract modification.

5.7 To assist the visiting public in reclaiming lost articles, all property left by visitors and found during contract operations shall be turned in to Pomme de Terre Project Office. Any evidence of vandalism, or facilities in need of repair shall be reported to the Project personnel.

6 FACILITIES / AREAS TO BE SERVICED:

6.1 DAM AREA: The contractor shall dispense one full coverage application of chemical to eliminate all vegetative growth at the following locations:

- a. Upstream rip rap portion of dam and dike section
- b. Three foot band at the contact to natural ground on the upstream rip rap portion
- c. Downstream random rock fill slope of the dam
- d. Two foot band centered on all guardrails of the dam and dike
- e. Rock stockpiles located below the dam and near the maintenance building
- f. Rock bluff area near project office

6.2 PARK AREAS: The contractor shall dispense not more than two full-coverage applications of chemical to eliminate all vegetative growth at the following locations:

- a. Damsite/Overlook:
 - (1) Damsite:
 - (a) 127 Camp pads
 - (b) 5 Camp pads - Tent Sites T1-T5
 - (c) 2 Dumpster enclosures
 - (d) 4 Structure enclosures
 - (e) 2 Sewage treatment plants
 - (f) 6 Water hydrant enclosures
 - (g) 1 Playground enclosure
 - (h) 7 Parking areas
 - (i) 1 Amphitheater
 - (2) Overlook:
 - (a) 5 Parking areas
 - (b) 1 Water hydrant enclosure
 - (c) 2 Playground enclosures
 - (d) 2 Parking areas @ fishing dock

- b. Lightfoot
 - (1) 35 Camp pads
 - (2) 1 Dumpster enclosure
 - (3) 2 Structure enclosures
 - (4) 1 Propane tank enclosure
 - (5) 1 Lagoon
 - (6) 6 Water hydrant enclosures
 - (7) 1 Playground enclosure
 - (8) 4 Parking areas
- c. Nemo
 - (1) 129 Camp pads
 - (2) 1 Dumpster enclosure
 - (3) 6 Structure enclosures
 - (4) 1 Amphitheater
 - (5) 1 Lagoon
 - (6) 12 Water hydrant enclosures
 - (7) 1 Playground enclosure
 - (8) 11 Parking areas
- d. Outlet
 - (1) 28 Camp pads
 - (2) 1 Dumpster enclosure
 - (3) 3 Structure enclosures
 - (4) 10 Water hydrant enclosures
 - (5) 2 Playground enclosures
 - (6) 5 Parking areas
- e. Wheatland
 - (1) 86 Camp pads
 - (2) 2 Dumpster enclosures
 - (3) 4 Structure enclosures
 - (4) 1 Propane tank enclosure
 - (5) 1 Lagoon
 - (6) 7 Water hydrant enclosures
 - (7) 2 Playground enclosures
 - (8) 14 Parking areas
- f. Pittsburg
 - (1) 5 Water hydrant enclosures
 - (2) 4 Parking areas
 - (3) 1 Dumpster enclosure
 - (4) 2 Structure enclosures
 - (5) 1 Playground enclosure

7 APPLICABLE PUBLICATIONS AND FORMS

7.1 Performance Requirements Summary

7.2 MAP: Information on Pomme de Terre Lake can be found on the Internet at http://www.nwk.usace.army.mil/pommedeterre/pomme_home.htm

7.3 Jobsite Diagrams

7.4 Pesticide Application Worksheet

7.5 Department of Labor Wage Rates

Attachement 7.1

Performance Requirements Summary (PRS)

Section (Para)	Contract Requirement	Performance Standard	Lot Description	ALP (%)	Method of Surveillance
6.1	Total Vegetation Control for Dam Area	Elimination of all vegetation	Dam Area	2%	Random Sample
6.2	Park Areas	Elimination of all vegetation	Park Areas	2%	Random Sample

Attachment 7.2 Map

Attachment 7.3 Jobsite Diagrams

Attachment 7.4
Pesticide Application Worksheet

DISTRICT Kansas City

Date: _____

U.S. ARMY CORPS OF ENGINEERS
PEST CONTROL PROGRAM
POST-APPLICATION DOCUMENTATION FORM

PROJECT Pomme de Terre Lake
Addr: Route 2 Box 2160
City: Hermitge, MO 65668
Phone: 417-745-6411

CONTRACTOR: _____

APPLICATOR: _____

Addr: _____

Addr: _____

City: _____

City: _____

Phone: _____

Phone: _____

TRAGET PEST _____

DATE OF APPLICATION	TIME OF DAY	AIR TEMP	RELATIVE HUMIDITY	CLOUD COVER	WIND DIRECTION AND SPEED	ACREAGE TREATED
_____	____:____	_____	_____	_____	_____	_____

DESCRIPTION OF TREATED AREA _____

PESTICDE (TRADE NAME) _____

FORM APPLIED _____

ACTIVE INGREDIENTS _____

EPA REGISTRATION _____ EPA CLASSIFICATION _____

HOW THE PESTICIDE WAS MIXED _____ APPLICATION RATE _____

APPLICATION EQUIPMENT USED _____ AMOUNT APPLIED _____

DISPOSAL INFORMATION _____ DISPOSAL DATE _____

METHOD _____

LOCATION _____

ADDITIONAL REMARKS _____

Attachment 7.5

94-2311 MO,SOUTHERN MISSOURI

WAGE DETERMINATION NO: 94-2311 REV (21) AREA: MO,SOUTHERN MISSOURI

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD: 94-2312**

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
	Wage Determination No.: 1994-2311
William W.Gross Division of	Revision No.: 21
Director Wage Determinations	Date Of Revision: 06/12/2003

State: Missouri

Area: Missouri Counties of Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, Madison, Maries, McDonald, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, Scott, Shannon, St Clair, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	7.30
01012 - Accounting Clerk II	9.58
01013 - Accounting Clerk III	10.98
01014 - Accounting Clerk IV	13.86
01030 - Court Reporter	11.92
01050 - Dispatcher, Motor Vehicle	11.92
01060 - Document Preparation Clerk	9.55
01070 - Messenger (Courier)	7.55
01090 - Duplicating Machine Operator	9.55
01110 - Film/Tape Librarian	9.13
01115 - General Clerk I	7.57
01116 - General Clerk II	8.59
01117 - General Clerk III	11.16
01118 - General Clerk IV	13.87
01120 - Housing Referral Assistant	13.76
01131 - Key Entry Operator I	8.25
01132 - Key Entry Operator II	9.68
01191 - Order Clerk I	8.76
01192 - Order Clerk II	11.61
01261 - Personnel Assistant (Employment) I	11.57
01262 - Personnel Assistant (Employment) II	11.78
01263 - Personnel Assistant (Employment) III	13.41
01264 - Personnel Assistant (Employment) IV	15.11
01270 - Production Control Clerk	14.19
01290 - Rental Clerk	9.23

01300 - Scheduler, Maintenance	10.73	
01311 - Secretary I	10.73	
01312 - Secretary II		12.21
01313 - Secretary III	13.76	
01314 - Secretary IV	15.25	
01315 - Secretary V	18.30	
01320 - Service Order Dispatcher	10.48	
01341 - Stenographer I	10.26	
01342 - Stenographer II	11.73	
01400 - Supply Technician	15.25	
01420 - Survey Worker (Interviewer)	10.81	
01460 - Switchboard Operator-Receptionist	8.67	
01510 - Test Examiner	12.21	
01520 - Test Proctor	12.21	
01531 - Travel Clerk I	9.49	
01532 - Travel Clerk II	10.22	
01533 - Travel Clerk III	10.93	
01611 - Word Processor I	9.74	
01612 - Word Processor II	11.55	
01613 - Word Processor III	12.94	
03000 - Automatic Data Processing Occupations		
03010 - Computer Data Librarian	10.52	
03041 - Computer Operator I	11.04	
03042 - Computer Operator II	12.94	
03043 - Computer Operator III	15.40	
03044 - Computer Operator IV	16.48	
03045 - Computer Operator V	18.29	
03071 - Computer Programmer I (1)	15.36	
03072 - Computer Programmer II (1)	18.04	
03073 - Computer Programmer III (1)	21.45	
03074 - Computer Programmer IV (1)	26.70	
03101 - Computer Systems Analyst I (1)	20.92	
03102 - Computer Systems Analyst II (1)	24.62	
03103 - Computer Systems Analyst III (1)	27.62	
03160 - Peripheral Equipment Operator		11.04
05000 - Automotive Service Occupations		
05005 - Automotive Body Repairer, Fiberglass	13.84	
05010 - Automotive Glass Installer	13.21	
05040 - Automotive Worker	13.21	
05070 - Electrician, Automotive	14.14	
05100 - Mobile Equipment Servicer	11.89	
05130 - Motor Equipment Metal Mechanic	14.51	
05160 - Motor Equipment Metal Worker	13.21	
05190 - Motor Vehicle Mechanic	14.51	
05220 - Motor Vehicle Mechanic Helper	11.17	
05250 - Motor Vehicle Upholstery Worker	12.87	
05280 - Motor Vehicle Wrecker	13.21	
05310 - Painter, Automotive	13.93	
05340 - Radiator Repair Specialist	13.21	
05370 - Tire Repairer	10.96	
05400 - Transmission Repair Specialist	14.51	
07000 - Food Preparation and Service Occupations		
(not set) - Food Service Worker	8.01	
07010 - Baker	10.85	

07041 - Cook I	8.74	
07042 - Cook II	9.36	
07070 - Dishwasher	6.71	
07130 - Meat Cutter	11.73	
07250 - Waiter/Waitress	7.39	
09000 - Furniture Maintenance and Repair Occupations		
09010 - Electrostatic Spray Painter	13.29	
09040 - Furniture Handler	10.52	
09070 - Furniture Refinisher	14.62	
09100 - Furniture Refinisher Helper	12.95	
09110 - Furniture Repairer, Minor	13.09	
09130 - Upholsterer	13.29	
11030 - General Services and Support Occupations		
11030 - Cleaner, Vehicles	8.60	
11060 - Elevator Operator	7.82	
11090 - Gardener		10.57
11121 - House Keeping Aid I	7.11	
11122 - House Keeping Aid II	7.72	
11150 - Janitor	8.60	
11210 - Laborer, Grounds Maintenance	9.02	
11240 - Maid or Houseman	6.95	
11270 - Pest Controller	12.38	
11300 - Refuse Collector	7.81	
11330 - Tractor Operator	9.82	
11360 - Window Cleaner	9.34	
12000 - Health Occupations		
12020 - Dental Assistant	11.00	
12040 - Emergency Medical Technician (EMT) /Paramedic/Ambulance Driver	11.32	
12071 - Licensed Practical Nurse I	9.93	
12072 - Licensed Practical Nurse II	11.14	
12073 - Licensed Practical Nurse III	12.47	
12100 - Medical Assistant	10.06	
12130 - Medical Laboratory Technician	10.75	
12160 - Medical Record Clerk	9.27	
12190 - Medical Record Technician	13.54	
12221 - Nursing Assistant I	8.17	
12222 - Nursing Assistant II	9.18	
12223 - Nursing Assistant III	10.02	
12224 - Nursing Assistant IV	11.24	
12250 - Pharmacy Technician	12.19	
12280 - Phlebotomist	10.76	
12311 - Registered Nurse I	15.43	
12312 - Registered Nurse II	18.88	
12313 - Registered Nurse II, Specialist	18.88	
12314 - Registered Nurse III	22.85	
12315 - Registered Nurse III, Anesthetist	22.85	
12316 - Registered Nurse IV	27.36	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	16.43	
13011 - Exhibits Specialist I	18.13	
13012 - Exhibits Specialist II	22.20	
13013 - Exhibits Specialist III	24.62	
13041 - Illustrator I	18.13	

13042 - Illustrator II	22.20	
13043 - Illustrator III	24.62	
13047 - Librarian	18.21	
13050 - Library Technician	10.38	
13071 - Photographer I	10.99	
13072 - Photographer II	14.33	
13073 - Photographer III	17.55	
13074 - Photographer IV	21.41	
13075 - Photographer V	25.98	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	7.34	
15030 - Counter Attendant	7.34	
15040 - Dry Cleaner	9.21	
15070 - Finisher, Flatwork, Machine	7.34	
15090 - Presser, Hand	7.34	
15100 - Presser, Machine, Drycleaning	7.34	7.34
15130 - Presser, Machine, Shirts	7.34	
15160 - Presser, Machine, Wearing Apparel, Laundry	7.34	
15190 - Sewing Machine Operator	9.77	
15220 - Tailor	10.42	
15250 - Washer, Machine	8.07	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	16.08	
19040 - Tool and Die Maker	20.47	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	13.72	
21020 - Material Coordinator	14.19	
21030 - Material Expediter	14.19	
21040 - Material Handling Laborer	10.51	
21050 - Order Filler	10.87	10.87
21071 - Forklift Operator	11.17	
21080 - Production Line Worker (Food Processing)	11.69	
21100 - Shipping/Receiving Clerk	11.27	
21130 - Shipping Packer	11.27	
21140 - Store Worker I	8.59	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.52	
21210 - Tools and Parts Attendant	11.69	
21400 - Warehouse Specialist	11.69	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	16.74	
23040 - Aircraft Mechanic Helper	12.89	
23050 - Aircraft Quality Control Inspector	19.60	
23060 - Aircraft Servicer	14.40	
23070 - Aircraft Worker	15.25	
23100 - Appliance Mechanic	16.08	
23120 - Bicycle Repairer	10.96	
23125 - Cable Splicer	16.47	
23130 - Carpenter, Maintenance	13.55	
23140 - Carpet Layer	15.25	
23160 - Electrician, Maintenance	16.22	
23181 - Electronics Technician, Maintenance I	13.86	
23182 - Electronics Technician, Maintenance II	17.96	
23183 - Electronics Technician, Maintenance III	18.86	
23260 - Fabric Worker	13.09	

23290 - Fire Alarm System Mechanic	16.74
23310 - Fire Extinguisher Repairer	13.26
23340 - Fuel Distribution System Mechanic	16.74
23370 - General Maintenance Worker	12.60
23400 - Heating, Refrigeration and Air Conditioning Mechanic	13.87
23430 - Heavy Equipment Mechanic	14.62
23440 - Heavy Equipment Operator	16.74
23460 - Instrument Mechanic	16.74
23470 - Laborer	10.31
23500 - Locksmith	13.29
23530 - Machinery Maintenance Mechanic	16.74
23550 - Machinist, Maintenance	14.39
23580 - Maintenance Trades Helper	10.77
23640 - Millwright	16.74
23700 - Office Appliance Repairer	15.98
23740 - Painter, Aircraft	15.28
23760 - Painter, Maintenance	13.84
23790 - Pipefitter, Maintenance	16.74
23800 - Plumber, Maintenance	17.51
23820 - Pneudraulic Systems Mechanic	16.74
23850 - Rigger	16.74
23870 - Scale Mechanic	15.07
23890 - Sheet-Metal Worker, Maintenance	16.06
23910 - Small Engine Mechanic	13.86
23930 - Telecommunication Mechanic I	16.74
23931 - Telecommunication Mechanic II	17.41
23950 - Telephone Lineman	16.74
23960 - Welder, Combination, Maintenance	13.84
23965 - Well Driller	15.22
23970 - Woodcraft Worker	16.74
23980 - Woodworker	12.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.50
24580 - Child Care Center Clerk	12.05
24600 - Chore Aid	7.90
24630 - Homemaker	13.88
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.89
25040 - Sewage Plant Operator	16.08
25070 - Stationary Engineer	16.89
25190 - Ventilation Equipment Tender	12.30
25210 - Water Treatment Plant Operator	16.08
27000 - Protective Service Occupations	
(not set) - Police Officer	17.54
27004 - Alarm Monitor	10.41
27006 - Corrections Officer	14.42
27010 - Court Security Officer	15.21
27040 - Detention Officer	14.42
27070 - Firefighter	14.43
27101 - Guard I	7.55
27102 - Guard II	13.17
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.07
28020 - Hatch Tender	15.07

28030 - Line Handler	15.07	
28040 - Stevedore I	13.27	
28050 - Stevedore II	14.55	
29000 - Technical Occupations		
21150 - Graphic Artist	17.34	
29010 - Air Traffic Control Specialist, Center (2)	29.36	
29011 - Air Traffic Control Specialist, Station (2)	20.24	
29012 - Air Traffic Control Specialist, Terminal (2)	22.29	
29023 - Archeological Technician I	14.57	
29024 - Archeological Technician II	16.30	
29025 - Archeological Technician III	20.18	
29030 - Cartographic Technician	22.20	
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.92	
29040 - Civil Engineering Technician	18.84	
29061 - Drafter I	11.97	
29062 - Drafter II	13.90	
29063 - Drafter III	18.13	
29064 - Drafter IV	22.20	
29081 - Engineering Technician I	12.38	
29082 - Engineering Technician II	14.38	
29083 - Engineering Technician III	18.75	
29084 - Engineering Technician IV	22.96	
29085 - Engineering Technician V	28.37	
29086 - Engineering Technician VI	33.99	
29090 - Environmental Technician	22.20	
29100 - Flight Simulator/Instructor (Pilot)	24.62	
29160 - Instructor	17.78	
29210 - Laboratory Technician	15.40	
29240 - Mathematical Technician	22.20	
29361 - Paralegal/Legal Assistant I	12.87	
29362 - Paralegal/Legal Assistant II	15.00	
29363 - Paralegal/Legal Assistant III	18.89	
29364 - Paralegal/Legal Assistant IV	22.88	
29390 - Photooptics Technician	19.31	
29480 - Technical Writer	23.99	
29491 - Unexploded Ordnance (UXO) Technician I	18.66	
29492 - Unexploded Ordnance (UXO) Technician II	22.57	
29493 - Unexploded Ordnance (UXO) Technician III	27.05	
29494 - Unexploded (UXO) Safety Escort	18.66	
29495 - Unexploded (UXO) Sweep Personnel	18.66	
29620 - Weather Observer, Senior (3)	17.09	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.40	
29622 - Weather Observer, Upper Air (3)	15.40	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	13.56	
31260 - Parking and Lot Attendant	8.87	
31290 - Shuttle Bus Driver	13.38	
31300 - Taxi Driver	9.23	
31361 - Truckdriver, Light Truck	13.38	
31362 - Truckdriver, Medium Truck	14.05	
31363 - Truckdriver, Heavy Truck	14.41	
31364 - Truckdriver, Tractor-Trailer	14.41	
99000 - Miscellaneous Occupations		

99020 - Animal Caretaker	7.14	
99030 - Cashier	7.19	
99041 - Carnival Equipment Operator	8.39	
99042 - Carnival Equipment Repairer		8.92
99043 - Carnival Worker	7.15	
99050 - Desk Clerk	8.41	
99095 - Embalmer	17.39	
99300 - Lifeguard	9.80	
99310 - Mortician		18.33
99350 - Park Attendant (Aide)	12.31	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.93	
99500 - Recreation Specialist	11.65	
99510 - Recycling Worker	8.83	
99610 - Sales Clerk	9.06	
99620 - School Crossing Guard (Crosswalk Attendant)	7.52	
99630 - Sport Official	9.06	
99658 - Survey Party Chief (Chief of Party)	16.25	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.56	
99660 - Surveying Aide	9.40	
99690 - Swimming Pool Operator	12.73	
99720 - Vending Machine Attendant	7.66	
99730 - Vending Machine Repairer	9.80	
99740 - Vending Machine Repairer Helper	8.12	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and

maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no

requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows: 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

PERSONAL INFORMATION/EXPERIENCE

1. PAST PERFORMANCE/EXPERIENCE - Please list experience you have in herbicide application for related type structures and facilities.

Please list references with knowledge of your work experience:

NAME

PHONE NUMBER

2. CHEMICALS – Please list chemicals you recommend for use at each area:

Dam Area – Rip Rap Lake Side _____

Rip Rap Portion Dam/Dike, Downstream Random Rock, Guardrails, Rock Stockpiles, Rock Bluff _____

Park Areas – All Areas excluding Lagoons _____

Lagoons Bank to Water _____

2. EMPLOYEES AVAILABLE TO PERFORM SERVICES - Please list the number of employees by work titles you would have working on this contract.

3. EQUIPMENT - Please list equipment you would use to complete the services of this contract.

4. OTHER INFORMATION - List any other information you feel relevant to the award of this contract.

5. PAYMENT METHOD - Do you accept VISA credit card as method of payment? ____ Yes ____ No

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of

the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: (1) Past Performance/Experience; (2) Price; (3) Equipment; (4) Employees Available to Perform Services. Technical and past performance, when combined, are evaluated in comparison to price to determine the best value for the Government.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes

payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic

Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on

the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.
(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- ___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- _X_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- _X_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _X_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- _X_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- _X_ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _X_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 1984) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- _X_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- _X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 15 May through 30 September.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arent.gov/far

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)